

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

**SONICSOLUTIONS ALGAE CONTROL, LLC,  
SONIC SOLUTIONS, LLC, and  
ALGAECONTROL.US LLC,**

**Plaintiffs/Counter-Defendants**

**VS.**

**DIVERSIFIED POWER INTERNATIONAL, LLC,  
and ANTONIO TRIGIANI,**

**Defendants/Counter-Plaintiff**

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**Civil Action No.  
3:21-cv-30068-KAR**

**DECLARATION OF ANTONIO TRIGIANI**

**STATE OF TENNESSEE:  
COUNTY OF SULLIVAN:**

Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. Diversified Power International, LLC (“DPI”) is a Tennessee limited liability company. It is headquartered at 414 Century Court, Piney Flats, Tennessee.

2. In 2008, I became the sole owner/member of DPI and am currently its sole owner/member.

3. DPI is a manufacturing company and also engages in research and development. Its products include battery chargers for various chemistries including lithium, solar power systems and components; inverters and converters; electronic

controller; elevator components; restaurant grade power suppliers and components; battery management systems; and environmental (sonic water treatment systems).

4. In 2013, DPI began designing and developing an algae and biofilm control/management system ("HBS") under the brand or trademark "Hydro BioScience." DPI was granted a trademark by the United States Patent and Trademark Office for "HYDRO BIOSCIENCE" in 2015. The research, development and design of DPI's HBS products took place at DPI's manufacturing facility located in Piney Flats, Tennessee.

5. In 2016, I applied for a patent for an Ultrasonic Algae Control system that was developed at DPI's facility. The patent was awarded to me by the United States Patent and Trademark Office on September 3, 2019 (the "Patent"). My invention is generally described in the Patent as follows:

This invention pertains to an apparatus for controlling algae and bio organisms in bodies of water and for preventing layered bacterial formation (biofilm) where algae can attach on surfaces in that body of water. More particularly, this invention pertains to a power system and a corresponding ultrasonic transducer that radiates in multiple directions.

The Patent has previously been filed and is part of the record in this case. I currently license the Patent to DPI.

6. The Plaintiffs in this case: Sonic Solutions Algae Control, LLC ("SSAC"), Sonic Solutions, LLC ("Sonic Solutions") and Algaecontrol.US LLC ("ACUS") have no right to or interest in the Patent.

7. In 2019 when SSAC was formed, it thereafter purchased DPI's HBS products on a purchase order by purchase order basis. SSAC has no written dealer agreement, distribution agreement or exclusivity agreement with DPI for or with DPI. In addition, DPI never previously had a dealer agreement, distribution agreement or exclusivity arrangement with Sonic Solutions or ACUS. After SSAC was formed in 2019, Sonic Solutions and ACUS generally ceased purchasing DPI HBS products.

8. From approximately August, 2019 to April 26, 2021, SSAC purchased from DPI its HBS products and then resold the HBS products to SSAC's customers. DPI dropped shipped the HBS products to SSAC's customers based on the information provided by SSAC in its purchase orders. These transactions were on a purchase order by purchase order basis. SSAC never claimed that the names or addresses of SSAC's customers were confidential or proprietary.

9. DPI also warranted its HBS products per the terms of its user manuals. DPI addressed all warranty claims made by the ultimate purchaser of the product at its manufacturing facility in Tennessee. Although SSAC routinely processed some warranty claims of its customers, SSAC provided no repairs under warranty or replacement of any non-performing DPI HBS products.

10. Hydro Bioscience, LLC ("Hydro Bioscience") was formed as a Tennessee limited liability company on August 17, 2021. The formation of Hydro Bioscience was subsequent to DPI's decision to cease doing business with the Plaintiffs. Hydro Bioscience has no contract or agreement of any form with any of the Plaintiffs.

11. Hydro Bioscience is a sales and marketing company that specifically markets the DPI HBS product line under the trademark that was awarded to DPI in 2015 or shortly thereafter.

12. Hydro Bioscience owns no manufacturing equipment or other assets.

13. Hydro Bioscience has no employees.

14. Hydro Bioscience has its own accounting system that accounts for the purchase of DPI's HBS product from DPI and the reselling of the HBS products to its customers. These transactions commenced on approximately August 25, 2021. Hydro Bioscience is not a successor company to DPI. It performs the sales and marketing services as described above.

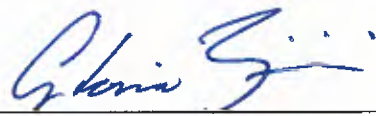
15. Since its marketing operations began on approximately August 25, 2021, Hydro Bioscience has developed a number of new customers which were not prior customers of SSAC. These new customers include, but not limited to: Bass Pro Shops, Aquatic Insight, Maryland Aquatic Nurseries, City of St. Petersburg, Molokai Ranch, Tradeworks Environmental, Springfield Township, and Village of Mount Orb, Ohio.

16. DPI ceased doing business with SSAC and/or Plaintiffs on April 26, 2021. In responding to written discovery in this case, DPI has produced sales data for its HBS products including a compilation of the sales data in a spreadsheet, purchase orders, invoices and e-mail correspondence to or for each entity identified in Plaintiffs' written discovery requests with DPI's customers from April 26, 2021 through August 24, 2021. This represents approximately 120 days of sales data.

17. DPI does not believe that the Hydro Bioscience sales data after August 24, 2021 is relevant to Plaintiffs' claims and defenses in this case. These are sales generated by Hydro Bioscience independent of DPI's prior relationship to Plaintiffs. These sales commenced more than 120 days after DPI terminated its business arrangements with Plaintiffs. And, as stated, Hydro Bioscience has developed, through its marketing efforts, a number of new customers that were not prior SSAC customers.

18. I declare under penalty of perjury that the foregoing is true and correct.

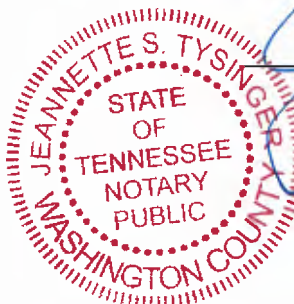
Executed this the 20 day of September, 2022.

  
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Antonio Trigiani

**SWORN TO AND SUBSCRIBED** before me this the 20<sup>th</sup> day of September, 2022.

My commission expires:

4-29-2025



  
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Notary Public